REMARKS

In the final office action mailed June 2, 2008, claims 13-24 and 26 were rejected. Applicant has amended claim 13. Support for the amendment may be found, for example, in Applicant's specification at paragraphs 12 and 13 and FIGs. 1 and 2. As such, the amendment adds no new matter. Applicant requests the Examiner's reconsideration in view of the amendment above and the discussion that follows.

CLAIM REJECTIONS UNDER 35 U.S.C. § 103: CLAIMS 13-24 AND 26

In the outstanding final office action, claims 13-24 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,794,210 to Goldhaber et al. in view of U.S. Patent No. 5,933,811 to Angles et al. Claim 26 was also rejected under 35 U.S.C. § 103(a) as being unpatentable over the combination of Goldhaber and Angles in view of U.S. Patent No. 6,173,322 to Hu. Claim 13 is independent. Applicant respectfully traverses these rejections.

As amended, claim 13 requires, *inter alia*, a content server that, in response to receiving a user request for non-advertising content, issues at least one redirect command configured to direct a user computer to a direct connect server. Amended claim 13 also requires a direct connect server that generates a request for a creative message in response to the user request for non-advertising content and the at least one redirect command from the content server. In addition, amended claim 13 recites that the direct connect server is separately connected to a network from a creative selection server and the content server. Claim 13, as amended, also recites that the content server is coupled to the network separately from the creative selection server. For at least the reasons discussed below, Applicant respectfully submits that the cited portions of Goldhaber and Angles neither teach nor suggest these features.

The Relied Upon Portions of the Cited Art Do Not Disclose Redirect Commands

      Applicant respectfully submits that the relied upon portions of Goldhaber and Angles do not teach or suggest a redirect command configured to direct a user computer to a direct connect server. The Examiner concedes that Goldhaber does not disclose issuing redirect commands. (Office Action, pg. 6.) However, the Examiner asserts that Angles's discussion of transmitting advertisement requests suggests this limitation. (Office Action, pg. 6.) Applicant respectfully disagrees. Angles describes transferring an advertisement request embedded in an electronic page to a user computer. (Angles, col. 7, lines 60-65.) In response to receiving the advertisement request, the user computer establishes a link with an advertisement provider that subsequently furnishes an advertisement to the user computer. (Angles, col. 7, line 60-col. 8, line 19.)

      As an initial matter, even assuming that Angles's advertisement request is a redirect command (which Applicant does not concede), Angles's request is not configured to direct a user computer to a direct connect server. For example, the Examiner alleges that Angles's content provider computer is a direct connect server. (Office Action, pg. 6.) However, the advertisement request directs a computer to establish a link with the *advertisement provider computer,* not the content provided computer (i.e., the Examiner's alleged direct connect server). (Angles, col. 7, lines 60-65.) For at least this reason alone, claim 13 is allowable over the relied upon portions of Angles. As an aside, Applicant respectfully asserts that Angles does not teach or suggest that the advertisement provider computer performs the functions recited in claim 13 associated with the direct connect server, nor does the Examiner contend that Angles does. Thus, Applicant respectfully asserts that claim 13 is allowable as well for at least this additional reason.

      The Examiner also asserts that Angles's discussion of HTML, along with multiple servers in a content provider, suggests a redirect command configured to direct a user computer to a direct connect server. (Office Action, pg. 7.) Applicant respectfully disagrees. The fact that a content provider has multiple servers does not by itself provide Applicant's claimed direct connect and creative selection server structure and redirect command as set forth in claim 13. The Examiner also suggests that Angles's mention of connecting a computer to the Internet through an Internet Service Provider suggests a redirect command. (Office Action, pg. 6.)

Again, Applicant respectfully disagrees. As noted above, at best Angles describes linking a computer to an advertisement provider computer, not a direct connect server. For at least these reasons, Applicant respectfully asserts that claim 13 is allowable over the relied upon portions of the cited art.

The Relied Upon Portions of the Cited Art Do Not Disclose a Direct Connect Server

Applicant respectfully asserts that the relied upon portions of the cited art also fails to teach or suggest a direct connect server that generates a request for a creative message in response to at least one redirect command from a content server and a user request for non-advertising content. The Examiner asserts that Goldhaber's agents are direct connect servers (Office Action, pg. 3.) Applicant respectfully disagrees. Goldhaber describes software agents as devices that attempt to match a consumer's interest profile with ad profile criteria maintained by attention brokerage servers. (Goldhaber, col. 15, lines 57-66.) The relied upon portions of Goldhaber do not teach or suggest that the agents generate a request for a creative message in response to a redirect command and a request for non-advertising content. Indeed, as noted above, the Examiner admits that Goldhaber does not disclose a redirect command. (Office Action, pg. 6.)

Applicant respectfully asserts that Angles fails to remedy Goldhaber's deficiencies. For the reasons discussed above, Angles also does not teach or suggest a redirect command configured to direct a user computer to a direct connect server. Moreover, claim 13 recites "a direct connect server being connected . . . to the network *separately* from . . . the content server." The Examiner contends that Angles's content provider computer is simultaneously a direct connect server and a content server (Office Action, pg. 7.), thus the alleged direct connect server and content server are not separately connected. Again, for this reason alone, claim 13 is allowable over the relied upon portions of the cited art.

The Relied Upon Portions of the Cited Art Do Not Disclose a Content Server

Similarly, the relied up upon portions of both Goldhaber and Angles fail to teach or suggest a content sever that issues at least one redirect command configured to direct a user computer to a direct connect server. As discussed earlier, the Examiner admits that Goldhaber

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does not teach redirect commands. (Office Action, pg. 6.) However, the Examiner alleges that Golhaber's attention brokerage servers function as content servers. (Office Action, pg. 6.) The Examiner also asserts that the attention brokerage servers function as creative selection servers. (Office Action, pg. 3.) Thus, even if Goldhaber's attention brokerage servers function as both creative selection servers and content servers (and the Applicant does not concede this point), the servers are not separately connected as required by claim 13.

Here too, Angles fails to cure the deficiencies of Goldhaber. For the reasons discussed above, the relied upon portions of Angles does not teach or suggest redirect commands or that the content server is coupled to the network separately from the direct connect sever.

The Cited Art Teaches Away from the Suggested Combination

References should not be combined when the references teach away from their combination. *See* M.P.E.P. § 2145 X(D). Here, Goldhaber describes replacing conventional advertising systems that embed advertisements in content ("linked sponsorship") with an advertising system that separates advertisements from content ("orthogonal sponsorship"). (Goldhaber, col. 2, lines 22-35 and col. 5, lines 37-47.) Goldhaber claims that his system overcomes the drawbacks of conventional advertising systems, namely being both under inclusive and over inclusive. (Goldhaber, col. 2, lines 50-65 and col. 4, line 63-col. 5, line 5.)

Angles, like the conventional advertising systems discussed by Goldhaber, describes combining advertisements with content. In particular, Angles discusses embedding advertisements into electronic documents requested by users. (Angle, col. 3, lines 19-65.)

Consequently, Goldhaber expressly teaches away from the proposed combination with Angles. Goldhaber describes *replacing* linked sponsorship systems like Angles's with an orthogonal sponsorship system. Therefore, one of ordinary skill in the art would have no motivation to modify Goldhaber's system to include the undesirable traits of Angles's system.

Thus, for at least the reasons stated above, claim 13 is allowable over the cited art. Claims 14-24 and 26 depend from claim 13 and are allowable for at least the same reasons set forth above with respect to claim 13.
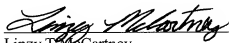
CONCLUSION

Accordingly, each of the claims 13-24 and 26, as amended, are in form for allowance. As such, Applicants request that the Examiner allow claims 13-24 and 26.

It is believed that all of the pending claims have been addressed. However, the absence of a reply to a specific rejection, issue or comment does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Please apply the required Petition for Extension of Time Fee of $120 and any additional charges or credits to deposit account 06-1050.

Respectfully submitted,

Date: 10/1/2008

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